

**CITY OF UPLAND**  
**LICENSE AGREEMENT**

This LICENSE AGREEMENT ("Agreement"), is made this 1st day of May, 2022 by and between the City of Upland, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Ave., Upland, CA 91786 ("CITY" or "LICENSOR"), and San Antonio Regional Hospital, a California public benefit corporation ("LICENSEE"). CITY and LICENSEE are sometimes individually referred to as "Party" and collectively as "Parties".

**RECITALS**

- A. CITY is the owner of certain real property known as Memorial Park, a certain portion of which is generally depicted in Exhibit "A" attached hereto and incorporated herein by reference (the "Licensed Property").
- B. LICENSEE desires to obtain CITY'S permission to enter onto the Licensed Property, for the purposes specified in Item 2 of the Basic License Provisions set forth in Part 1 hereafter, to commence upon the expiration of LICENSEE's existing rights to use the Licensed Property on April 30, 2022.
- C. The Parties wish to enter into this Agreement whereby CITY will allow Licensee to enter onto the Licensed Property for vehicle parking as well as to make certain related improvements, and to conduct maintenance and security obligations related to such use.

NOW THEREFORE, CITY and LICENSEE do hereby agree as follows:

**AGREEMENT**

**PART I. BASIC LICENSE PROVISIONS**

**1. Description of Licensed Property:**

The Licensed Property is depicted in the attached Exhibit "A".

**2. Use of Licensed Property:**

For vehicle parking on the Licensed Property and for the installation and maintenance of parking stops or other mutually agreed-upon improvements and measures by LICENSEE to protect existing trees on the Licensed Property.

**3. Commencement Date:** May 1, 2022.

**4. Term:** The Term of this Agreement will be for a period of up to three (3) years, starting on the Commencement Date and ending no later than April 30, 2025.

**5. Licensing Fee**

**5. Licensing Fee**

LICENSEE shall pay to CITY in advance on or before the first day of each month ("Payment Date") a payment of Eleven Thousand Two Hundred Fifty Five Dollars and Zero Cents (\$11,255.00) per month (and for any portion of a month prior to effective date of termination of this Agreement) ("Monthly License Fee") for use of the Licensed Property. The Monthly Licensee Fee shall be increased on each anniversary of the Commencement Date of this Agreement by three percent (3%) per annum from the prior annual Monthly License Fee, commencing May 1, 2023.

**6. CITY Address:**

City of Upland  
460 N. Euclid Ave.  
Upland, CA 91786  
Attn: City Manager

**7. LICENSEE Address:**

San Antonio Regional Hospital  
999 San Bernardino Rd.  
Upland, CA 91786  
Attn: President and CEO

The foregoing Basic License Provisions and the General License Provisions set forth in Part II are incorporated into and made part of this Agreement.

**PART II. GENERAL LICENSE PROVISIONS**

1. **General Grant.** Subject to the terms and conditions hereinafter set forth, CITY hereby grants a revocable, non-exclusive license on and across the Licensed Property, for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the Licensed Property as necessary or convenient for vehicle parking and related improvements, and maintenance and security obligations. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "LICENSEE's Parties"), may, subject to the provisions hereof, have reasonable rights of entry and access to the Licensed Property through adjoining real property of CITY if necessary for the use of the Licensed Property, with the time and manner of such entry and access to be subject to CITY'S prior written approval.

2. **Term.** The term ("Term") of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. This Agreement shall continue in full force and effect on a month-to-month basis for the period provided in Item 4 of the Basic License Provisions until terminated as provided herein. This Agreement shall be a license for the term specified in said Item 4; provided, however, that CITY shall have the absolute right to terminate this Agreement prior to expiration of

the maximum term specified in Item 4 in its sole discretion pursuant to the termination provisions provided herein.

3. **Use.** LICENSEE shall use the Licensed Property solely for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by LICENSEE in the use of the Licensed Property, without CITY's prior written approval.

4. **Condition of Premises.** LICENSEE ACCEPTS THE LICENSED PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE IS ENTERING THE LICENSED PROPERTY UNDER THIS AGREEMENT BASED ON LICENSEE'S OWN INVESTIGATIONS AND KNOWLEDGE OF THE PROPERTY AND THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, NEITHER LICENSOR NOR ANY AGENT OF LICENSOR, HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR USE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE APPLICABILITY OR NON-APPLICABILITY OF ANY LAWS, THE SOIL OR SUBSOIL, SURFACE OR SUBSURFACE CONDITIONS, TOPOGRAPHY, POSSIBLE HAZARDOUS SUBSTANCES CONTAMINATION, FILL, DRAINAGE, ACCESS TO PUBLIC ROADS, AVAILABILITY OF UTILITIES, EXISTENCE OF UNDERGROUND STORAGE TANKS, APPLICABILITY OF OR COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY OTHER MATTER OF ANY NATURE WHATSOEVER. THE LICENSOR IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS BY THEFT OF LICENSEE'S OR LICENSEE'S PARTIES' PROPERTY LOCATED IN OR ON THE PROPERTY.

5. **Termination of License.**

A. Notwithstanding any other term or provision of this Agreement, CITY shall have the right to terminate this Agreement, and shall have no obligation to reimburse LICENSEE for improvements to the Licensed Property if the Agreement is terminated pursuant to Subsection 5.A.ii or 5.A.iii, under any of the following circumstances:

i In the event that CITY determines in its sole discretion that it requires the Licensed Property for its own uses, which determination shall be made by the City Manager or his or her designee and shall not require proof of or satisfaction of any legal standard of necessity. Should CITY exercise this option, CITY may terminate this Agreement by providing no fewer than ninety (90) days' written notice to LICENSEE of the intent to terminate this Agreement.

ii CITY may terminate this Agreement at any time for cause, for a breach by LICENSEE of any material covenant or term of this Agreement, or a default by LICENSEE of any material term or provision of this Agreement, which acts of LICENSEE shall include but not be limited to: (i) The failure by LICENSEE to timely pay any amount

in full when it is due under this Agreement; or (ii) The failure by LICENSEE to perform any obligation under this Agreement. Notification of such termination shall be in writing.

B. LICENSEE may terminate this Agreement at any time for its convenience by providing written notice to CITY six (6) months prior to the date of termination, and shall take effect upon City's submission of notice to LICENSEE pursuant to Section 28 herein..

6. **Hazardous Materials Use and Related Indemnity.**

A. **Use.** LICENSEE shall operate and maintain the Licensed Property in compliance with all, and shall not cause or permit the Licensed Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to LICENSEE or the Licensed Property (collectively, "Environmental Laws" and, individually, an "Environmental Law"). Except for Hazardous Materials expressly approved by CITY in writing, LICENSEE shall not cause or permit, or allow any of LICENSEE's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, handled, transported, treated or disposed of on or about the CITY Property. Any Hazardous Materials on or about the CITY Property shall be stored, used, generated, handled, transported, treated or disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

B. **Indemnity.** LICENSEE shall indemnify, defend (by counsel acceptable to CITY) and hold harmless the Indemnitees (as defined in Section 14) from and against any and all loss, liability, claim, demand, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this Section, or (b) any release of Hazardous Materials onto the CITY Property and/or any adjacent property, or (c) any contamination of the CITY Property and/or any adjacent property (i) which occurs due to the use of the CITY Property by LICENSEE or LICENSEE's Parties, or (ii) which is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, except to the extent, but only to the extent, caused by the gross negligence or willful misconduct of the Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

C. **Remediation.** In addition, in the event of any release on or contamination of the CITY Property and/or any adjacent property, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property and to return the

affected property to the condition existing prior to such release or contamination, to the satisfaction of CITY and any governmental authorities having jurisdiction thereover.

D. **Termination for Breach of Hazardous Materials Obligations.** Should LICENSEE not comply fully with the above-stated obligations, CITY may, in its sole discretion, terminate this Agreement by serving five (5) days' notice of termination upon LICENSEE. Any waiver by CITY of any breach of LICENSEE's obligation shall not constitute a waiver of the right to terminate this Agreement for any subsequent breach which may occur, or to enforce any other provision of this Agreement. Upon termination, LICENSEE shall restore the Licensed Property as herein provided.

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E. **Inapplicability.** It is understood and agreed that a LICENSEE who does not now, or in the future, generate, handle, transport, treat, store or dispose of Hazardous Materials on the CITY Property within the meaning of this Section, is not subject to the provisions of Section 6.B.

7. **Fees.**

A. **Monthly License Fee.** LICENSEE shall pay CITY as compensation for this license a Monthly License Fee as specified in Item 5 of the Basic License Provisions.

B. **Late Payment.** LICENSEE acknowledges that late payment by LICENSEE of any payment owed to CITY under this Agreement will cause CITY to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from LICENSEE is not received by CITY by the Payment Date, LICENSEE shall pay to CITY an additional sum of three percent (3%) of the overdue payment as a late charge, up to a maximum amount of \$1000 per month or portion thereof if that payment is overdue. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that CITY will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver from exercising any of the other rights and remedies available to CITY under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein.

8. **Permits.** Without limiting the generality of any other provision hereunder, LICENSEE, at its sole cost and expense, shall obtain and shall comply with any and all permits which may be required by any law, regulation or ordinance for any activities LICENSEE conducts pursuant to this Agreement.

9. **Installation, Maintenance, and Repair of Improvements.** LICENSEE shall, at its own cost and subject to the approval of the City Manager or his or her designee, install, repair, maintain and utilize parking stops or other protective measures to protect existing trees on the Licensed Property. Any repair and maintenance work shall be done to the Standards (defined below). LICENSEE shall provide CITY no less than thirty (30) days

written notice and shall acquire all necessary approvals from CITY prior to LICENSEE's commencement of any such installation, repair, or maintenance work. If, at any time, LICENSEE shall, in the judgment of CITY, fail to perform properly its obligations under this Section 9, CITY may, at its option, perform such work itself as it deems necessary for the safe operation of the Licensed Property and adjoining property owned by CITY. In such event, LICENSEE agrees to pay, within fifteen (15) days after a bill is rendered therefor, the cost so incurred by CITY. However, failure on the part of CITY to perform the obligations of LICENSEE shall not release LICENSEE from liability hereunder for any loss or damage occasioned thereby.

10. **Standards.** LICENSEE shall comply with all applicable statutes, ordinances, rules, regulations, orders and decisions (hereinafter referred to as "Standards"), issued by any federal, state or local governmental body or agency established thereby including without limitation, the United States Department of Transportation, and the California Public Utilities Commission (hereinafter collectively referred to as "Agency"), relating to LICENSEE's use of the Licensed Property hereunder. In its use of the Licensed Property, LICENSEE shall at all times be in compliance with all Standards. In the event LICENSEE fails to be in full compliance with Standards set by any Agency, CITY may, but shall not be obligated to, after giving notice of the failure to LICENSEE, and if LICENSEE, within fifteen (15) days following receipt of such notice (unless such period is extended by CITY), fails to correct such non-compliance, take whatever action it determines in its reasonable discretion to be necessary to protect the Licensed Property and adjoining property owned by CITY. LICENSEE shall reimburse CITY for all reasonable costs (including but not limited to, consulting, engineering, clean-up and disposal, and legal costs) incurred by CITY as a result of the LICENSEE's failure to comply with such Standards, and also such costs incurred by the CITY in abating a violation of such Standards, defending any claim of violation of such Standards in any proceeding before any Agency or court, and paying any fines or penalties imposed for such violations. LICENSEE shall, to the extent permitted by law, assume liability for and shall save and hold harmless Indemnitees (as defined in Section 14 hereof) from any claim of a violation of the Standards regardless of the nature thereof or the Agency or person asserting such claim, which results from LICENSEE's use of the Licensed Property in violation of the Standards. LICENSEE, at its cost, shall assume the defense of all such claims as provided for in this Agreement.

11. **Tests and Inspections.** CITY shall have the right at any time to inspect the Licensed Property to monitor compliance with this Agreement. If, in CITY'S reasonable judgment, any installation on, or use or condition of the Licensed Property may have a material adverse effect on the Licensed Property or adjoining property owned by CITY or CITY'S operations, CITY shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Licensed Property, as it determines to be necessary or useful to evaluate the condition of the Licensed Property. LICENSEE shall cooperate with CITY in any tests or inspections deemed necessary by CITY.

12. **Insurance.** LICENSEE, at its sole cost and expense, shall obtain and maintain, and require its contractors and subcontractors to obtain and maintain, in full force and effect insurance as required by CITY in the amounts and coverage specified and issued

by insurance companies as described on Exhibit "B". Prior to entering the Licensed Property, LICENSEE shall furnish CITY with the insurance endorsements and certificates in the form and amounts specified in Exhibit "B", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. In most instances, CITY does not allow self-insurance, however, if LICENSEE can demonstrate assets and retention funds meeting CITY's self-insurance requirements, CITY may permit LICENSEE to self-insure; provided, however, that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by CITY in its sole and absolute discretion. CITY shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this Agreement.

13. **Subordinate Rights.** This Agreement is subject and subordinate to the prior and future rights and obligations of CITY, its successors and assigns, to use its property in the exercise of its powers and in the performance of its duties. Accordingly, there is reserved and retained unto CITY, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing, and facilities and appurtenances and existing and future transportation, communication, pipeline facility and other facilities and appurtenances in, upon, over, under, across and along the Licensed Property, and in connection therewith, the right to grant and convey to others, rights and interests to the Licensed Property in, on and around the Licensed Property. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title (hereinafter referred to as "Title Exceptions") which may affect the Licensed Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such Title Exceptions.

14. **Defense and Indemnity.** LICENSEE shall at all times indemnify, defend (with legal counsel approved by CITY) and save harmless CITY and its subsidiaries, officials, officers, employees, agents, contractors, successors and assigns ("Indemnitees") against and pay in full all losses, damages, or expenses that the Indemnitees may sustain, incur or become liable for, resulting in any manner from the installation, construction, operation, maintenance, repair, reconstruction, alteration, removal, condition, or the use and maintenance of the Licensed Property by LICENSEE, LICENSEE's Parties or any person or entity claiming, using or occupying the Licensed Property by, under or through LICENSEE, or anyone directly or indirectly employed by or for whose acts LICENSEE is liable, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, or (e) interference with the use of the CITY's property.

15. **Assumption of Risk and Waiver.** To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind in connection with this Agreement and the use of the Licensed Property. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the Licensed Property, accident or fire or other casualty on the Licensed Property, or electrical discharge, and noise or vibration resulting from CITY's transit

operations on or near the Licensed Property, if applicable. The term "CITY" as used in this Section shall include any other persons or companies employed, retained or engaged by CITY. LICENSEE, on behalf of itself and LICENSEE's Parties, as a material part of the consideration for this Agreement, hereby waives all claims and demands against CITY for any such loss, damage or injury of LICENSEE and/or LICENSEE's Parties. In that connection, LICENSEE waives, for itself and LICENSEE's Parties, the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materiality affected his or her settlement with the debtor or released party.

The provisions of this Section 15, and of Sections 6.B, 14, 16 and 33, shall survive the termination of this Agreement.

16. **Defense.** Upon written notice from CITY, LICENSEE agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the Indemnitees by any public body, individual, partnership, corporation, or legal entity, relating to any matter covered by this Agreement for which LICENSEE has an obligation to assume liability for and/or to indemnify or save and hold harmless the Indemnitees. LICENSEE shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section 16, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

17. **Attorneys' Fees.** In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

18. **Successors and Assigns.** All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the CITY and LICENSEE to the same extent and effect as the same are binding upon and insure to the benefit of the Parties hereto.

19. **Survival of Obligations.** All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this Agreement in any manner shall survive the termination of this Agreement, including without limitation, all payment obligations with respect to fees and all obligations concerning the condition of the CITY Property.

20. **Assignment.** This Agreement and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary)



this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of CITY, which may be withheld in CITY's sole and absolute discretion. Any attempted act in violation of this Section shall be void and without effect and give CITY the right to immediately terminate this Agreement.

21. **Waiver of Covenants or Conditions.** The waiver by CITY of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

22. **Amendment.** This Agreement may be amended at any time by the written agreement of CITY and LICENSEE. All amendments to this Agreement shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the Parties hereto.

23. **Revocation.** If, at any time, LICENSEE shall fail or refuse to comply with or carry out any of the covenants herein contained, CITY may, at its election, immediately revoke and terminate this Agreement unless a longer notice period is specifically provided for elsewhere in this Agreement.

24. **Abandonment.** Should LICENSEE at any time abandon the Licensed Property, or any part thereof, or fail at any time for a continuous period of six (6) months to use the same for the purposes contemplated by this Agreement, then CITY may terminate this Agreement to the extent of the portion so abandoned or discontinued. In addition to any other rights or remedies, CITY shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement or any license granted herein.

25. **Eviction, Abandonment or Sale.** In the case of the eviction of LICENSEE by anyone owning or obtaining title to the Licensed Property or the sale or abandonment by CITY of the Licensed Property, CITY shall not be liable to LICENSEE for any damage of any nature whatsoever or to refund any payment made by LICENSEE to CITY hereunder, except the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

26. **Revocable Licenses and Termination.** LICENSEE agrees that notwithstanding the improvements made by LICENSEE to the Licensed Property or other sums expended by LICENSEE in furtherance of this Agreement, the license granted herein is revocable and may be terminated by CITY in accordance with the terms of this Agreement.

27. **Restoration of CITY's Property, Claims for Costs.** Upon the termination, revocation or cessation of this Agreement in any manner provided in this Agreement, LICENSEE, upon demand of CITY and at LICENSEE's own cost and expense, shall restore the Licensed Property of CITY to the same condition in which they were prior to the Commencement Date of this Agreement, reasonable wear and tear excepted. In case LICENSEE shall fail to restore Licensed Property as aforesaid within ten (10) days after

the effective date of termination, CITY may proceed with such work at the expense of LICENSEE. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Licensed Property restored as above provided.

28. **Notice.** Any notice hereunder to be given by CITY to LICENSEE shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to such party at its address set forth in the Basic License Provisions. Either CITY or LICENSEE may change its address for the receipt of notice by giving written notice thereof to the other party of such change. Notices shall be effective on the date delivered to custody of the U.S. Postal Service.

29. **Interest on Past-Due Obligations.** Except as expressly herein provided, any undisputed amount due to CITY which is not paid when due shall bear interest, from the date due, at the rate of three percent (3%) per annum. Such interest will be due CITY as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this Agreement, provided, however, that interest shall not be payable on late charges incurred by LICENSEE.

30. **Joint and Several.** In the event that two or more parties execute this Agreement as LICENSEE, all the covenants and agreements of LICENSEE in this Agreement shall be the joint and several covenants and agreements of such parties.

31. **Nondiscrimination.** LICENSEE certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the Licensed Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

32. **Taxes.** LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Licensed Property and/or any personal property, fixtures or equipment of LICENSEE used in connection therewith.

33. **Liens.** LICENSEE will fully and promptly pay for all materials whether or not joined or affixed to the Licensed Property, and fully and promptly pay all persons who perform labor whether or not upon said Licensed Property. LICENSEE shall not suffer or permit to be filed or enforced against the Licensed Property or any part thereof, or adjacent property owned by CITY, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorneys' fees incurred by CITY with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend Indemnitees from all obligations and claims made against CITY

for and with respect to the above described work, including attorneys' fees. LICENSEE shall furnish evidence of payment upon request of CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, CITY shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse CITY for the cost of such discharge within ten (10) business days after billing. CITY reserves the right at any time to post and maintain on the CITY Property such notices as may be necessary to protect CITY against liability for all such liens and claims. The provisions of this Section shall survive the termination of this Agreement.

34. **Further Acts**. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement.

35. **Waiver of Relocation Rights**. LICENSEE HEREBY WAIVES ANY RIGHT TO RELOCATION ASSISTANCE, MOVING EXPENSES, GOODWILL OR OTHER PAYMENTS TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED, BUT FOR THIS WAIVER AND CITY'S EXPRESS RIGHT OF TERMINATION, UNDER THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED, 42 UNITED STATE CODE SECTION 4601 ET SEQ. AND/OR THE CALIFORNIA RELOCATION ASSISTANCE LAW, AS AMENDED, GOVERNMENT CODE SECTION 7260 ET SEQ.

36. **Non-Exclusive License**. Unless as provided in this Agreement, the license granted by this Agreement is not exclusive and CITY specifically reserves the right to grant other licenses to the Licensed Premises. In no event shall Licensee be responsible for or have any liability or obligations in connection with the use of the Licensed Premises by any other licensee.

37. **Counterparts; Facsimile Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

38. **Severability**. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

39. **Captions**. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

40. **Time of Essence**. Time is of the essence in this Agreement.

41. **No Recording.** LICENSEE shall not record or permit to be recorded in the official records of the county where the Licensed Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

42. **Entire Agreement.** This Agreement and the Exhibits hereto constitute the entire agreement between the CITY and LICENSEE with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

43. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

44. **Electronic Signature.** Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR LICENSE AGREEMENT  
BETWEEN THE CITY OF UPLAND  
AND SAN ANTONIO REGIONAL HOSPITAL**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

**CITY**

**LICENSEE**

**CITY OF UPLAND**

**SAN ANTONIO REGIONAL HOSPITAL**

APPROVED BY:

Signature

\_\_\_\_\_  
Michael Blay  
City Manager

\_\_\_\_\_  
Name

ATTESTED BY:

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Keri Johnson, CMC, CPMC  
City Clerk

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen P. Deutsch  
Best Best & Krieger LLP  
City Attorney

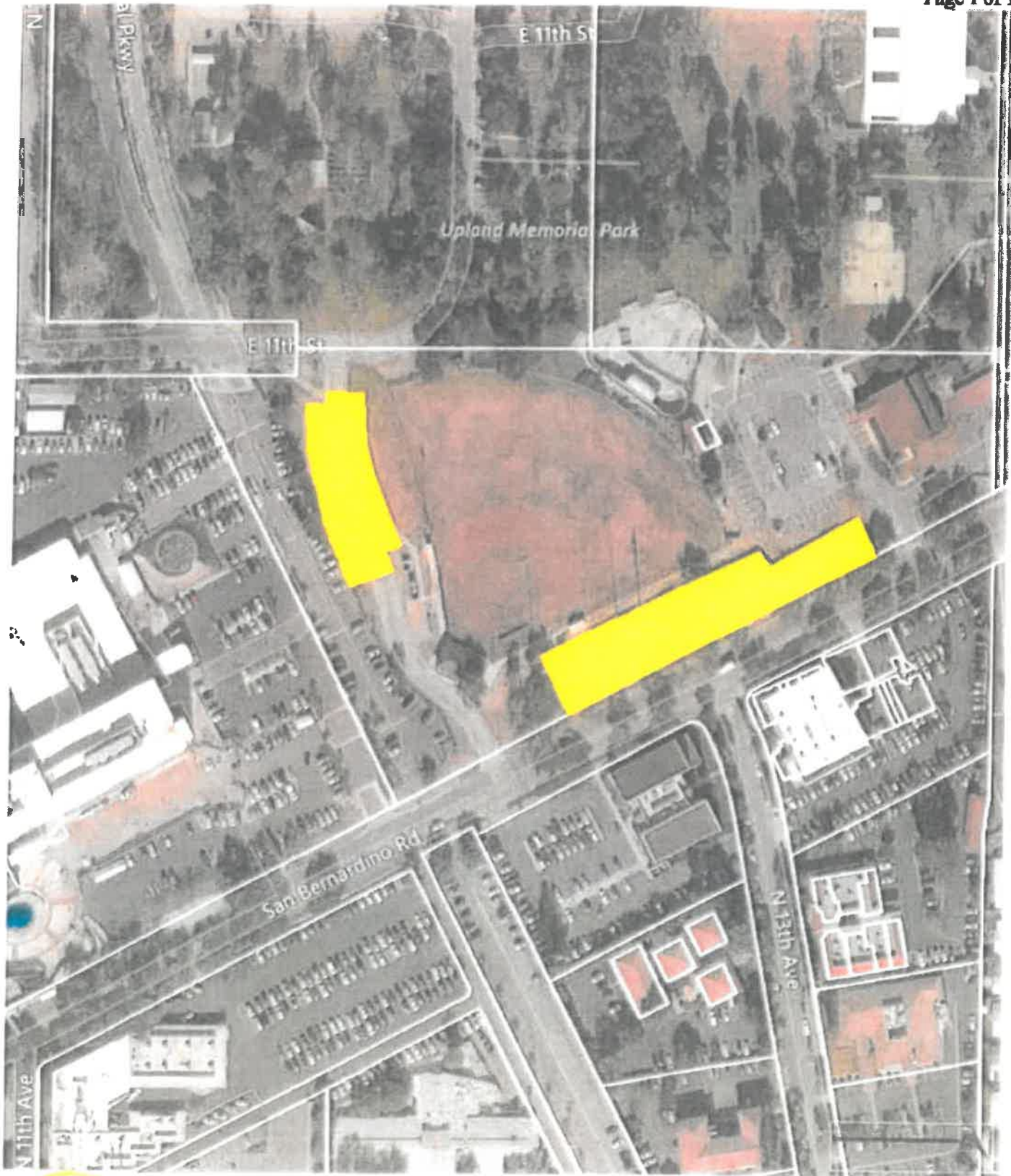
**EXHIBIT A**

**DESCRIPTION OF LICENSED PROPERTY**

**[\*\*INSERT DESCRIPTION OF LICENSED  
PROPERTY\*\*][ATTACHED]**

# Subject of SARH Parking License

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## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

LICENSEE shall obtain, and shall require any consultant or contractor entering the Licensed Property on its behalf to obtain insurance of the types and in the amounts described below and satisfactory to the CITY.

A. Commercial General Liability Insurance. LICENSEE shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000 per occurrence, with a general aggregate limit no less than \$4,000,000. Such insurance shall include coverage for, but not be limited to: (i) bodily injury and property damage; (ii) personal injury and advertising injury; (iii) fire legal liability; and (iv) products and completed operations. Such insurance policy or policy endorsement shall:

1. Include the CITY, its officials, officers, employees, agents, and consultants as additional insureds with respect to the Licensed Property and LICENSEE's use, installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that LICENSEE undertakes with respect to the Licensed Property;

2. Not contain special limitations on the scope of coverage or the protection afforded to CITY, its officials, officers, employees, agents and consultants as additional insureds;

3. Be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents and consultants;

4. Contain standard separation of insured provisions; and

5. Contain a waiver of subrogation that waives any right the insurer has against CITY for any claims or suits.

B. Automobile Liability. LICENSEE shall acquire and maintain during the period of the Agreement, automobile liability with a combined single limit of \$1,000,000.

C. Workers' Compensation Insurance. LICENSEE shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Certificates of Insurance. LICENSEE shall, prior to (i) entering the Licensed Property or (ii) performing any installation, construction, operation, maintenance, repair, reconstruction, alteration, removal or any other work that LICENSEE undertakes with respect to the Licensed Property, furnish CITY with properly executed certificates of insurance and, if requested by CITY, certified copies of endorsements and policies, which



clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days' prior written notice to CITY. CITY shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

E. Coverage Maintenance. LICENSEE shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement and shall not allow any lapse in coverage. Further, LICENSEE shall maintain such insurance from the execution of this Agreement until the Licensed Property fully restored, except as otherwise provided in this Agreement.

F. Licensed Insurer. LICENSEE shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California.